

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM**

Complaint no. : 2247 of 2021
Date of filing : 26.05.2021
First date of hearing: 01.09.2021
Date of decision : 29.07.2022

Pooja Gambhir

R/o: -114A Aralias, Gold Drive, Golf Course Road , Sector
42, Gurugram

Complainant

Versus

M/s BPTP Limited.

Regd. Office at: M-11, Middle Circle, Connaught Circus,
New Delhi-110001.

Respondent

CORAM:

Shri K.K. Khandelwal
Shri Vijay Kumar Goyal

**Chairman
Member**

APPEARANCE:

Sh. Prashant Sheoran
Sh. Venkat Rao

Advocate for the complainant
Advocate for the respondent

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions

under the provision of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details

2. The particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S.N.	Particulars	Details	
1.	Name of the project	"Park Generation", Sector- 37-D, Gurugram	
2.	Nature of project	Group housing complex	
3.	RERA registered/not registered	Registered, vide registration no. 07 of 2018 dated 03.01.2018	
		Valid up to-	
	Area registered	7.1acres	
4.	DTPC License no.	83 of 2008 dated 05.04.2008	94 of 2011 dated 24.10.2011
	Validity status	04.04.2025	23.10.2019
	Name of licensee	Super belts Pvt. Ltd and 4 others	Countrywide Promoters Pvt. Ltd and 6 others
	Licensed area	23.18 acres	19.744 acres
5.	Unit no.	T6-1904, 19 th floor, T-6 Tower [As per page no. 68 of reply]	
6.	Unit measuring	1760 sq. ft. [As per page no. 68 of reply]	



7.	Date of execution of Flat buyer's agreement	17.04.2013 (As per page no. 67 of reply)
8.	Possession clause	Clause 13 of application form <i>Subject to Force Majeure, as defined in Clause 10 and further subject to the Purchaser(s) having complied with all its obligations under the terms and conditions of this Agreement and the Purchaser(s) not being in default under any part of this Agreement including but not limited to the timely payment of each and every installment of the total sale consideration including DC Stamp duty and other charges and also subject to the Purchaser(s) having complied with all formalities or documentation as prescribed by the Seller/Confirming Party, the Seller/Confirming Party proposes to hand over the physical possession of the said unit to the Purchaser(s) within a period of 36 months from the date of execution of Fat Buyers Agreement ("Commitment Period") The Purchaser(s) further agrees and understands that the Seller/Confirming Party shall additionally be entitled to a period of 180 days ("Grace Period") after the expiry of the said Commitment Period to allow for finishing work and filing and pursuing the Occupancy Certificate etc. from DTCP under the Act in respect of the project "Park Generations"</i>
9.	Due date of possession	17.04.2016 [Calculated from the date of execution of BBA] Grace period is not allowed
10.	Total sale consideration	Rs. 1,07,63,859/- (As per page no. 147 of reply)
11.	Total amount paid by the complainant	Rs. 79,62,182/- (As per page no. 147 of reply)

12.	Occupation certificate dated	20.09.2019 [As per page no. 142 of reply]
13.	Offer of possession	16.10.2019 (As per page no. 142 of reply)
14.	Reminders letters	21.11.2019, 10.01.2020, 19.02.2020 and 16.04.2020 [As per page no. 160-166 of reply]
15.	Termination letter dated	29.06.2020 [As per page no. 167 of reply]

B. Facts of the complaint

The complainant has made the following submissions in the complaint: -

3. That in 2011, the complainant applied for the allotment of flat bearing no. T-6 1904 measuring 1760 sq. ft. in the project "Park Generation" situated at sector-37D, Gurugram. A flat buyer's agreement in this regard (hereinafter "FBA") was executed between the parties on 17.04.2013 and the subject unit was to be handed over to her by 17.04.2016 after completion of the project.
4. That the building plans of the project were approved much before the date of the agreement but the area of the unit was mentioned as 1760 sq. ft. Again the respondent wrongfully mentioned the tentative plan whereas construction had already started, and which is not possible without approved building/layout plan.
5. The complainant always remained steadfast and committed to making the payment of all the installments as and when demanded by the respondent.

However, as the facts would speak for themselves, the respondent miserably failed in developing the said flat in timely manner resulting in severe loss being suffered by her. Out of total sale consideration of Rs. 80,14,480/- of the allotted unit, the complainant has already paid an amount of Rs. 79,62,182/-.

6. That the respondent took more than 8 months but failed to provide any explanation to such delay or offer of possession of the said unit. The respondent further without providing any resolution, cancelled the allotment of the complainant in June 2020 in a completely arbitrary manner.
7. That Covid-19 was at its peak at that point of time, and respondent knew it very well that complainant would not be able to do anything, and thus intentionally cancelled the allotment without any prior notice or any plausible reason.
8. That since the respondent has no explanation for the fault. So, to hide its mistake and to deduct money of the complainant, the said cancellation was done. The respondent is liable to refund complete amount along with interest at the prescribed rate of interest as per act to the complainant.
9. That the husband of the complainant again met the respondent regarding said cancellation and demanded that the cancellation be set aside and possession of the subject unit is to be handed over to her at the agreed price and of the allotted area. But the respondent, showed its inability to do so and offered a complete refund at the rate of 6% p.a. It is submitted that

after passing of about 10 years and after receiving a hefty amount over the period, now the respondent offered to refund only at the rate of 6% p.a. and that too after certain deductions. It is quite unfortunate that before the husband of the complainant could try to further deal with the current situation, he suffered from COVID and left for heavenly adobe a few days back. Thus after the death of her husband, the complainant was not in a position to further deal with the respondent in any manner due to emotional trauma.

10. That the complainant cannot be expected to wait endlessly for the completion of the project. Hence, she has preferred the present complaint for refund of the paid up amount at a prescribed rate of interest from the respondent.

C. Relief sought by the complainant:

11. The complainant has sought following relief(s).

- I. Direct the respondent to refund the entire amount paid by her along with interest @18 p.a. from the date from respective deposits till its actual realization.

D. Reply by the respondent:

12. That the complainant has approached this authority for redressal of her alleged grievances with unclean hands, i.e. by not disclosing material facts pertaining to the case at hand and also, by distorting and/or misrepresenting the actual factual situation with regard to several aspects. It is further submitted that the Hon'ble Apex Court in plethora of



decisions has laid down strictly that a party approaching the court for any relief, must come with clean hands, without concealment and/or misrepresentation of material facts, as the same amounts to fraud not only against the respondent but also against the court and in such situation, the complaint is liable to be dismissed at the threshold without any further adjudication. In this regard it is submitted as under:

- i) That the complainant in her complaint has concealed the material fact that possession along with compensation has already been offered to her on 16.10.2019. However, she failed to clear the outstanding dues. Therefore, the respondent was constrained to issue reminder letters dated 21.11.2019, 10.01.2020 and 19.02.2020 respectively to her but with no positive results. Therefore, the respondent issued last and final opportunity letter dated 16.04.2020 whereby the complainant was requested to clear outstanding dues within 15 days from the said letter. However, she failed to clear the same. Due to non-payment of arrears by the complainant, the respondent was left with no other option but to issue termination letter dated 29.06. whereby the unit in question was terminated.
- ii) That the respondent granted Rs. 2,07,145.60/- towards additional incentive in the form of timely payment discount (TPD) to the complainant.

iii) That the complainant has also misrepresented that no updates regarding the status of the project were provided to her. However, she was constantly provided construction updates by the respondent from time to time and the said factum is established from the various emails sent to her vide emails dated 21.02.2017, 22.06.2017, 28.07.2017, 24.08.2017, 25.10.2017, 11.12.2017, 09.04.2018, 08.05.2018, 15.06.2018, 15.08.2018, 09.09.2018, 07.11.2018, 19.12.2018, 22.01.2019, 23.02.2019, 22.03.2019, 19.04.2019 and 15.05.2019 respectively.

13. That possession of the unit in question has been delayed on account of reasons beyond the control of the respondent. It is submitted that the construction was affected on account of the NGT order dated 10.11.2016 prohibiting construction (structural) activity of any kind in the entire NCR by any person, private or government authority. It is submitted that vide its order dated 10.11.2016, NGT placed sudden ban on the entry of diesel trucks more than ten years old and said that no vehicle from outside or within Delhi was permitted to transport any construction material. Since the construction activities were suddenly stopped, so after the lifting of the ban, it took some time for mobilization of the work by various agencies employed with the respondent.

14. The construction of the said unit has been completed and occupation certificate for the same has also been received. Thereafter, it offered possession of the unit to the complainant. She failed to clear the demand



raised against offer of possession and as a result, the respondent issued reminder letters dated 21.11.2019, 10.01.2020 and 19.02.2020 to the complainant. Therefore, the respondent issued last and final opportunity letter dated 16.04.2020 whereby the complainant was requested to clear outstanding dues within 15 days from the said letter. However, the complainant failed to clear the same. Due to non-payment by the complainant, the respondent was left with no option but to issue termination letter dated 29.06.2020 to her whereby the subject unit stood terminated.

15. That having agreed to the above, at the stage of entering into the agreement, and raising vague allegations and seeking baseless reliefs beyond the ambit of the agreement, the complainant is blowing hot and cold at the same time which is not permissible under law as the same is in violation of the 'Doctrine of Aprobate & Reprobate'. Therefore, in light of the settled law, the reliefs sought by the complainant under reply cannot be granted by this authority.
16. Copies of all the relevant do have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

D. Jurisdiction of the authority

17. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

D.I Territorial jurisdiction

18. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

D.II Subject-matter jurisdiction

19. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

.....

(4) The promoter shall-

- (a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottee and the real estate agents under this Act and the rules and regulations made thereunder.

20. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be

decided by the adjudicating officer if pursued by the complainant at a later stage.

21. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors.*** SCC Online SC 1044 decided on 11.11.2021 and followed in ***M/s Sana Realtors Private Limited & others V/s Union of India & others SLP (Civil) No. 13005 of 2020*** decided on 12.05.2022 wherein it has been laid down as under:

"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."

22. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the matter of ***M/s Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. and M/s Sana Realtors Private Limited & others V/s Union of India & others (supra)***, the authority has

the jurisdiction to entertain a complaint seeking refund of the amount and interest on the amount paid by her.

F. Findings on the objections raised by the respondent.

F.1 Objection regarding force majeure conditions.

23. The respondent-promoter alleged that grace period on account of force majeure conditions be allowed to it. It has been argued that the construction of the project was delayed due to force majeure conditions such as demonetization, shortage of labour, various orders passed by NGT, weather conditions in Gurugram and non-payment of instalment by different allottees of the project. But all the pleas advanced in this regard are devoid of merit. The flat buyer's agreement was executed between the parties on 17.04.2013 and as per terms and conditions of the said agreement, the due date of handing over of possession comes out to be 17.04.2016. The events such as demonetization and various orders by NGT in view of weather condition of Delhi NCR region were for a shorter duration of time and were not continuous. There is a delay of more than three years and even some events took place after due date of handing over of possession. There is nothing on record that the respondent has even made an application for grant of occupation certificate after completion of the project. Hence, in view of aforesaid circumstances, no grace period can be allowed to the respondent- builder. Though some allottees may not be regular in paying the amount due but whether the interest of all the stakeholders concerned with the said project be put on

hold due to fault of some of the allottees. The answer is in the negative. Thus, the promoter-respondent cannot be given any leniency based on of aforesaid reasons. It is well settled principle that a person cannot take benefit of his own wrongs.

E. Findings on the relief sought by the complainant.

E. I Direct the respondent to set aside the cancellation letter and refund the entire amount paid by the complainant along with prescribed rate of interest.

24. The complainant was allotted unit no T6-1904, 19th floor in tower T in the project "Park Generation" by the respondent builder for a total consideration of Rs. 1.07,63.859/-. She paid a sum of Rs. 79,62,182/- to the respondent builder which is approx. 78% of the total sale consideration of the unit . The respondent received an occupation certificate of the project on 20.09.2019 and offered possession of the allotted unit to the complainant on 16.10.2019. But, she did not respond leading to sending various reminder letters dated 21.11.2019, 10.01.2020, 19.02.2020 respectively ,last and final opportunity letter dated 16.04.2020 and requesting her to clear the outstanding dues within 15 days from the said letter. However, the complainant failed to clear the same, and so the respondent was left with no option but to issue termination letter dated 29.06.2020.
25. It is pertinent to mention here that both the sides have advanced their submissions i.e. the complainant sought DPC instead of refund of the paid up amount as project has been delayed and from the respondent, there is



a claim of due payments to be paid by complainant. During the course of arguments, both the parties agreed that cancellation of the unit vide letter dated 29.06.2020 be withdrawn and the dues payable by both the parties be calculated and after counting for DPC, if there are any dues, the same would be paid by the complainant for taking of possession. If there are no dues, then the respondent would give possession of the allotted unit within one month. So, it is ordered accordingly.

26. That the claim of complainant is being considered for its possession subject to payment/ adjustment of DPC and other charges as per the report of the committee appointed by the authority vide its orders dated 06.07.2021 and 17.08.2021. So, in view of stand taken by both the parties through their respective counsel, the claim of the allottees with regard to possession of allotted unit is being dealt with as per the report of the committee, given for the project Spacio developed by the respondent-builder and as applicable to the project Park Generation being reproduced below:

Sr. No	Key Issues	Recommendations
i.	Super Area	consequent upon exclusion of the above mentioned components from the list of the common areas, the additional common areas will decrease from 45713.29 sq. ft. to 38363.97 sq.ft (Park Spacio) and from 26300 sq. ft. to 13813.48 sq. ft. (Park Generation). Accordingly, saleable area/specific area factor (997049.14/772618.28) will reduce from 1.30 to 1.2905 (Park Spacio) and from 1.2829 to 1.2613. (731573/580001.38, Park Generation) In the instant cases, the super area of the apartment



		measuring 1865 sq. ft. will reduce to 1851.50 sq. ft. (1434.73x1.2905) in park spacio and the super area of the apartment measuring 1521 sq. ft. will reduce to 1496.70 sq. ft. (1186.06x1.2613) in park Generation. Accordingly, the respondent company be directed to pass on this benefits to the remaining complainants/allottees.
ii.	Cost Escalation:	After analysis of various factors as detailed in the committee report, The committee is of the view that an escalation cost of Rs. 177.20 per sq. feet is to be allowed instead of Rs. 358.73 demanded by the developer.
iii.	STP Charges and Electric Connection (ECC) + Fire Fighting (FF)+Power-Backup Charges (PBIC):	The term ECC be clubbed with FFC+PBIC in the statement of accounts-cum-invoice attached with the letter of possession of the allottees of Spacio and be charged @ INR 100 per sq. ft.in terms of the provisions of 2.1 (f) at par with the allottees of Park Generation
iv.	Annual Maintenance Charges	it was agreed upon that the developer will recover maintenance charges quarterly, instead of annually
v.	Car Parking Charges:	After discussion, the committee finds no dispute on the issue and it was agreed upon that the car parking along with its cost shall be included in the conveyance deed to be executed with the allottees
vi.	Holding Charges:	The Committee observes that the issue already stands settled by the Hon'ble Supreme Court vide judgment dated 14.12.2020 in civil appeal no. 3864-3889/202, whereby the Hon'ble Court had upheld the order dated 03.01.2020 passed by NCDRC, which lays in unequivocal terms that no holding charges are payable by the allottee to the developer
vii.	Club membership charges	it was agreed upon that club membership will be optional
viii.	Preferential location charges	In view of this, the Committee recommends that the respondent may be directed to submit an affidavit declaring that PLCs have been levied strictly as prescribed in the FBAs executed with all the complainants in the projects Spacio and Park Generation
ix.	EDC/IDC	The Committee observes that the concern of the complainants is genuine and recommends that



		the respondent be directed not to raise any undue and inappropriate demands in the future.			
x.	HVAT	Period	Scheme	Effective Rate of Tax	Whether recoverable from Customer
		Up to 31.03.2014	Haryana Alternative Tax Compliance Scheme	1.05 %	Yes
		From 01.04.2014 to 30.06.2017	Normal Scheme	4.51%	Yes
xi.	Service Tax	Service tax Rates/Date			Effective Tax Rate after abatement
		01 July 2010 to 31st March 2012			10.30%
		1st April 2012 to 31st May 2015			3.71%
		1st June 2015 to 14th Nov 2015			4.20%
		15th Nov 2015 to 31st May 2016			4.35%
		1st June 2016 to 30th June 2017			4.50%
xii.	GST	Particulars			Park Generation
		HVAT (after 31.03.2014) (A)			4.51%
		Service Tax (B)			4.50%
		Pre-GST Rate (C =A+B)			9.01%
		GST Rate (D)			12.00%
		Incremental Rate E= (D-C)			2.99%
		Less: Anti-Profiteering benefit passed if any till March 2019 (F)			2.46%

27. The authority observes that delayed possession charges shall be payable to the complainant on the deposited amount from due date of possession i.e. 17.04.2016 till date of offer of possession i.e. 16.10.2019 plus two months i.e. 16.12.2019 alongwith interest at the prescribed rate i.e. 9.80% per annum within a period of 90 days. The complainant would also be entitled to relief w.r.t. STP , electrification, fire-fighting ,power backup, club membership , PLC charges , GST/VAT , super area, development charges , car parking , advance maintenance charges and cost escalation etc. (if any) as per the recommendations of the committee.

28. **Admissibility of delay possession charges along with prescribed rate of interest:** The complainant is seeking delay possession charges at the prescribed rate of interest on the amount already paid by her. However, proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

29. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of

interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

30. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 29.07.2022 is **7.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **9.80%**.

31. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.

the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"

32. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 9.8 % p.a. by the respondent-promoter which is the same as is being granted to the complainant in case of delayed possession charges.

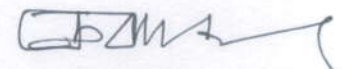
H. Directions of the authority

33. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent is directed to pay interest on the amount paid by the complainant, at the prescribed rate of interest i.e. 9.8% p.a. for every month of delay from the due date of possession i.e. 17.04.2016 till the date of offer of possession i.e. 16.10.2019 plus two months i.e. 16.12.2019 to the complainant(s) as per section 19(10) of the Act.
- ii. The arrears of such interest accrued from 17.04.2016 till offer of possession shall be paid by the promoter to the allottee within a period of 90 days from date of this order as per rule 16(2) of the rules.
- iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- iv. The rate of interest chargeable from the allottees by the promoters, in case of default shall be charged at the prescribed rate i.e., 9.8% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act

- v. •The complainants would also be entitled to relief w.r.t. STP , electrification, fire-fighting ,power backup, club membership , PLC charges , GST/VAT , super area, development charges , car parking , advance maintenance charges and cost escalation etc. (if any) as per the recommendations of the committee detailed earlier in para no. 26 of the order.
- vi. The respondent shall not charge anything from the complainant which is not the part of the agreement. However, holding charges shall also not be charged by the promoter at any point of time even after being part of agreement as per law settled by the Hon'ble Supreme Court in civil appeal no. 3864-3889/2020 dated 14.12.2020
34. Complaint stands disposed of.
35. File be consigned to registry.

v.l - s
(Vijay Kumar Goyal)
Member


(Dr. K.K. Khandelwal)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 29.07.2022